

Execution Copy

US ASSET PURCHASE AGREEMENT

between

PIEDMONT PHARMACEUTICALS LLC, as Seller

and

NUVO PHARMACEUTICALS (IRELAND) LIMITED, as Buyer

dated as of January 12, 2018

US ASSET PURCHASE AGREEMENT

US ASSET PURCHASE AGREEMENT (as amended, supplemented or otherwise modified from time to time, this “Agreement”) is made and entered into as of January 12, 2018 (the “Execution Date”), by and among Piedmont Pharmaceuticals LLC, a Delaware limited liability company (“Seller”), and Nuvo Pharmaceuticals (Ireland) Limited, an Irish limited liability company (“Buyer”).

WHEREAS, Seller is the owner of and has the right to grant licenses and other rights with respect to the “Resultz US Intellectual Property” (as hereinafter defined);

WHEREAS, Buyer is a commercial healthcare company with a portfolio of products and pharmaceutical manufacturing capabilities and is working to expand its commercial product profile; and

WHEREAS, Seller wishes to sell, assign, convey and transfer to Buyer, and Buyer wishes to purchase from Seller, the US Purchased Assets (as hereinafter defined), upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, agreements representations and warranties set forth herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 **Definitions.** The following terms, as used herein, shall have the following meanings:

“**AAA**” shall have the meaning set forth in Section 8.5.

“**Action**” means any action, claim, audit, lawsuit, legal or other proceeding, litigation, arbitration or mediation, or any hearing, investigation, probe or inquiry by any Governmental Authority or other Person.

“**Agreement**” shall have the meaning set forth in the first paragraph hereof.

“**Affiliate**” shall mean any Person that controls, is controlled by, or is under common control with another Person. For purposes of this definition, “control” shall mean (i) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the election of directors, and (ii) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interests with the power, or the power by contract or otherwise, to direct the management and policies of such non-corporate entities.

“Ancillary Agreements” shall mean the agreements between the parties attached hereto as Exhibits and any other instruments of transfer related to the US Purchased Assets.

“Audit Report” shall have the meaning set forth in Section 3.3.

“Bill of Sale” shall mean the Bill of Sale pursuant to which Seller shall assign to Buyer all of its right, title and interest in and to the US Purchased Assets purchased hereunder, which Bill of Sale shall be substantially in the form of Exhibit A.

“Business Day” shall mean any day other than a Saturday, a Sunday, any day which is a legal holiday under the laws of the State of North Carolina, the Province of Ontario or the country of Ireland, or any day on which banking institutions located in the State of North Carolina, the Province of Ontario or the country of Ireland, are closed for business.

“Buyer” shall have the meaning set forth in the first paragraph hereof.

“Buyer Indemnified Party” shall have the meaning set forth in Section 8.2(a).

“Claim” shall have the meaning set forth in Section 8.4(a).

“Closing” shall have the meaning set forth in Section 7.1.

“Closing Date” shall mean the date that the Closing occurs.

“Confidential Information” shall mean, for each party and its respective Affiliates, the know-how, trade secrets, proprietary technical and business information, financial data and other like information (including but not limited to ideas, research and development, knowledge, know-how, patent data, formulas, schematics, compositions, technical data and results, techniques, inventions (whether patentable or not), practices, methods, specifications, customer and supplier lists, sales, pricing and cost information, and business and marketing plans and proposals), inventory, ideas, algorithms, processes, computer software programs or applications (in both source code and object code form), client lists, data, test data and results (including pre-clinical and/or human clinical testing), analytical and quality control data, manufacturing and tangible or intangible proprietary information or material of such party. For the avoidance of doubt, this Agreement, the other Transaction Documents and any notices or reports delivered by a party pursuant to this Agreement, shall be deemed to be Confidential Information. Confidential Information shall also include all analyses, compilations, forecasts, studies or other documents prepared by Buyer, Buyer’s Affiliates or any of Buyer’s or Buyer’s Affiliates’ representatives that contain, make use of or otherwise reflect any Confidential Information.

“Confidentiality Agreement” shall have the meaning set forth in Section 9.5.

“Disclosing Party” shall have the meaning set forth in Section 6.3(a).

“Disclosure Schedules” means the Disclosure Schedules delivered by Seller and Buyer concurrently with the execution and delivery of this Agreement.

“Due Diligence Review” shall mean the opportunity provided by Seller to Buyer and its legal, financial, regulatory and industry advisors to conduct a due diligence review prior to the Closing. Pursuant to such due diligence review, Seller shall have made available to Buyer during the foregoing period all information, financial, legal, technical, medical, regulatory, or otherwise, requested by Buyer. Seller shall also provide, or arrange to provide, Buyer with access to the facilities where the Product is manufactured and all data and information relating to the manufacture of the Product in the Territory.

“Excluded Assets” shall have the meaning set forth in Section 2.4.

“Excluded Liabilities” shall have the meaning set forth in Section 2.3.

“Execution Date” shall have the meaning set forth in the first paragraph hereof.

“Expenditure Report” shall have the meaning set forth in Section 3.2(d) hereof.

“Field” shall mean any and all uses except uses applicable exclusively in the Veterinary Field and Tick Infestation Field.

“FDCA” shall have the meaning set forth in Section 4.9(e).

“Fundamental Representations” shall mean (a) with respect to Seller, the representations and warranties of Seller set forth in Sections 4.1 (Organization; Operations of Seller), 4.2 (Corporate Authorization), 4.3 (Governmental Authority), 4.4 (Ownership, Liens, Sufficiency), 4.10 (Conflicts), 4.11 (Broker’s Fees), 4.12 (Intellectual Property), 4.14 (Taxes); (b) with respect to Buyer, the representations and warranties of Buyer set forth in Sections 5.1 (Organization), 5.2 (Authorization), and 5.3 (Brokers’ fees).

“Generic Product” means [REDACTED: Defined term].

“Governmental Authority” shall mean (a) any government, court, regulatory or administrative agency or commission, or other governmental authority, agency or instrumentality, whether foreign, federal, national, state, provincial or local (domestic or foreign), including each Patent Office, the US Food and Drug Administration, the EMEA, or any other government authority in any country, and (b) any stock exchange.

“Governmental Authorization” shall mean any approval, certificate, clearance, consent, exemption, governmental order, license, permit, registration, waiver, privilege, qualification, filing, notice, right, variance or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any applicable Law.

“Gross Sales” shall have the meaning set forth in Section 3.2(f)(ii)

“IFRS” shall mean the International Financial Reporting Standards.

“Indemnification Basket” shall have the meaning set forth in Section 8.3(a).

“Indemnified Party” shall have the meaning set forth in Section 8.4(a).

“Indemnifying Party” shall have the meaning set forth in Section 8.4(a).

“Initial Purchase Price” shall have the meaning set forth in Section 3.1.

“Knowledge” shall mean, with respect to a Seller, the knowledge of [REDACTED: Personal information], after reasonable inquiry.

“Launch Delay Event” shall have the meaning set forth in Section 3.2(b).

“Law” shall mean any national, federal, territorial, state, provincial, regional, foreign, municipal or local law (including common law and civil law), statute, ordinance, rule, regulation, code, treaty, decree, by-law, resolution, promulgation, ruling, directive or order, judgment, writ, injunction, decision, award, directive, policies, guideline, notice or protocol in each case, of, or issued by, any Governmental Authority, or any license, franchise, permit or similar right granted under any of the foregoing, or any similar provision having the force or effect of law.

“Liabilities” means any and all debts, costs and expenses, liabilities and obligations (including with respect to Taxes), whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, asserted or unasserted, known or unknown, including those arising under any Law, Action or governmental order and those arising under any contract.

“Lien” shall mean lien, hypothecation, charge, condition, equitable interest, instrument, preference, priority, security agreement, security interest, mortgage, option, privilege, pledge, defect or irregularity in title, easement, right-of-way, encroachment, servitude, right of first option, right of first refusal or similar restriction, Liability, covenant, order, Tax, right of recovery, trust or deemed trust (whether contractual, statutory or otherwise arising) or any encumbrance, right or claim of any other Person of any kind whatsoever whether choate or inchoate, filed or unfilled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown, and any other matters typically raised as exceptions in a commitment to issue a title insurance policy, or any other restriction on use, voting, transfer or exercise of any other attribute of ownership.

“Losses” shall mean collectively, any and all damages, losses, deficiencies, Actions, interest, awards, penalties, fines, judgments, Liabilities, costs and expenses (including reasonable expenses of investigation, enforcing any right to indemnification hereunder, and reasonable attorneys’ fees and expenses) in connection with any claim, demand, action, suit or proceeding.

“Material Adverse Effect” shall mean any change, circumstance, occurrence or effect that, individually or in the aggregate, has, had, would or would reasonably be expected to have (i) a material adverse effect on the validity or enforceability of any of the Transaction Documents, (ii) a material adverse effect on the ability of Seller to perform any of its material obligations under any of the Transaction Documents, (iii) a material adverse effect on the rights or remedies of Buyer under any of the Transaction Documents, (v) any adverse effect on the timing, amount or duration of the payments to be made to Buyer in respect of the US Purchased Assets or the right of Buyer to

receive such payments or (vi) a material adverse effect on the business, results of operations, condition (financial or otherwise) or assets relating to the US Purchased Assets or the Products.

“Minimum Promotional Spend” shall have the meaning set forth in Section 3.2(b).

“Net Sales” shall have the meaning set forth in Section 3.2(f)(i).

“Patent Assignment” shall mean the Patent Assignment substantially in the form of Exhibit C.

“Patent Office” shall mean the respective applicable patent office, including the U.S. Patent and Trademark Office and any comparable foreign patent office, for any applicable Resultz US Intellectual Property.

“Person” shall mean an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, but not including a government or political subdivision or any agency or instrumentality of such government or political subdivision.

“Piedmont Trademark” shall mean all trademarks, registered trademarks, application for registration of trademarks, service marks, registered service marks, applications for registration of service marks, brand names, trade dress rights, logos, taglines, slogans, domain names and domain name registrations and web addresses, together with the good will associated with the foregoing, and including all intent to use any of the foregoing if not registered or subject to a pending application in relation to RESULTZ and the Product in the Territory.

“Product” shall mean (i) all formulations, sizes, strengths and sku's of the product known as Resultz® topical solution lice and egg elimination kit including as described on Exhibit D, including improvements, line extensions and any regulatory filings whether such products are under development or commercialized including but not limited to, any isopropyl myristate 50% topical solution lice and egg elimination kit, and (ii) all other products containing or comprising formulations of isopropyl myristate as an active ingredient, in each case of (i) and (ii) alone or in combination with another active ingredient.

“Product Registrations” shall mean the Governmental Authorizations necessary to permit the development, promotion, manufacture, marketing, import, distribution, test, use, or sale of the Product.

“Proposed Transaction” shall mean the purchase by Buyer from Seller of the US Purchased Assets.

“Purchase Price” shall have the meaning set forth in Section 3.1.

“Purchased US IP” shall have the meaning set forth in Section 2.1(b).

“Quarterly Report” shall have the meaning set forth in Section 3.2(d).

“Records” shall have the meaning set forth in Section 2.1(f).

“Receiving Party” shall have the meaning set forth in Section 6.3(a).

“Required Permits” shall have the meaning set forth in Section 4.9.

“Restricted Period” shall have the meaning set forth in Section 6.6.

“Resultz US Intellectual Property” shall mean the Confidential Information, patents, patent improvements, and other patent rights related to the Product in the Field, including, without limitation, the patents and patent applications listed on Section 4.13(a) of the Disclosure Schedule hereto, and any other intellectual property rights, title and interest (including the Product domains) and the know-how of Seller necessary to import, promote, manufacture, test, use, market, distribute, exploit, sell, dispose, or otherwise maintain the business of the Products in the Territory, including without limitation the Piedmont Trademark and any other trademarks related to the Product in the Territory and any domains currently owned or controlled by Seller relating specifically and solely to the Product as marketed or sold in the Territory.

“Royalty” or **“Royalties”** shall have the meaning set forth in Section 3.2(a) hereof.

“Royalty Consideration” shall have the meaning set forth in Section 3.1.

“Seller” shall have the meaning set forth in the first paragraph hereof.

“Seller Indemnified Party” shall have the meaning set forth in Section 8.2(b).

“Selling Party” shall have the meaning set forth in Section 3.2(f).

“Set Off Objection Notice” shall have the meaning set forth in Section 8.5.

“Subsidiary” or **“Subsidiaries”** shall mean with respect to any Person (i) any corporation of which the outstanding capital stock having at least a majority of votes entitled to be cast in the election of directors under the ordinary circumstances shall at the time be owned, directly or indirectly, by such Person or (ii) any other Person of which at least a majority voting interest under ordinary circumstances is at the time owned, directly or indirectly, by such Person.

“Tax” means all taxes, charges, fees, duties, premiums, imposts, levies or other charges or assessments of any kind whatsoever and wheresoever, including, income, gross receipts, net proceeds, turnover, real and personal property (tangible and intangible), sales, goods and services, harmonized sales, use, franchise, business, development, excise, value added, license, payroll, unemployment, escheat, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, severance and employees’ income withholding and social security, employer health, health insurance, payroll, employment, health, social services, education and social security taxes or similar taxes imposed by the United States or by any state, municipality, subdivision or Governmental Authority or by any foreign country or by any other tax authority, whether disputed or not, in each case to the extent relevant in the given context, and such term includes any interest, penalties, fines or additions to tax or other additional amounts attributable to such taxes, and shall include any Liability for such amount as a result either of being a member of a combined,

consolidated, unitary or affiliated group, or of a continuing obligation to indemnify any Person or as a result of being a transferee or a successor of another Person.

“Tax Contest” shall mean any notice or deficiency, proposed adjustment, assessment, audit, examination or other administrative or court proceeding, suit, dispute or other claim delivered to or brought against or with respect to the US Purchased Assets in connection with any Tax or Tax Return, and which may form the basis of a claim for indemnification pursuant to Section 8.2.

“Tax Returns” means all returns, declarations, reports, statements, informations, estimates, rebates or credits, elections, designations, schedules, filings and other documents (including any related or supporting information) of, relating to, or required to be filed in respect of, any and all Taxes (including any schedule or attachment thereto, and including any amendment thereof), including all information returns, claims for refund, declarations of estimated Taxes, and requests for extensions of time to file any of the preceding items.

“Third Party” means any Person other than a Party or an Affiliate of a Party.

“Tick Infestation Field” shall mean the treatment of tick infestation infections in animals (including humans).

“Trademark and Domain Assignment” shall mean the Trademark and Domain Assignment substantially in the form of Exhibit B.

“Transaction Documents” shall mean, collectively, this Agreement and the Ancillary Agreements.

“Territory” shall mean the United States, and its territories and possessions, including Puerto Rico.

“UCC” shall mean the Uniform Commercial Code as in effect in any applicable jurisdiction.

“US Purchased Assets” shall have the meaning set forth in Section 2.1.

“Veterinary Field” shall mean the treatment of ectoparasite infections in animals (other than humans).

ARTICLE II

PURCHASE AND SALE OF THE PURCHASED INTEREST

Section 2.1 Purchase and Sale.

Upon the terms and subject to the conditions of this Agreement and as otherwise set forth in the Ancillary Agreements, and except for those assets expressly excluded pursuant to Section 2.3, at the Closing, Seller shall transfer, assign, convey and deliver to Buyer, and Buyer shall purchase, free and clear of any Liens, all right, title, and interest of Seller in and to all of the

following assets (collectively referred to herein as the “US Purchased Assets”), including without limitation, all right, title and interest of Seller in, to and under:

- (a) the Product;
- (b) the Resultz US Intellectual Property, including without limitation the Product’s patents, trademarks, and domain names set forth on Section 2.1(b) of the Disclosure Schedules (the “Purchased US IP”);
- (c) all Product Registrations in the Territory, as set forth in Section 2.1(c) of the Disclosure Schedules;
- (d) all of Seller’s owned, controlled, or developed by or on behalf of Seller or any of its Affiliates, biological, chemical, pharmacological, biochemical, technical, toxicological, pharmaceutical, physical and analytical, safety, quality control, manufacturing, pre-clinical and clinical data, instructions, processes, formulae, databases, expertise and information, relevant to the exploitation, promotion, manufacture, packaging, testing, use, marketing, distribution or sale of the Product in the Territory, including without limitation the pharmacovigilance database, customer lists, marketing data and promotional and training materials; and
- (e) all other technical information owned, controlled or developed by or on behalf of Seller or any of its Affiliates, or to which Seller or any of its Affiliates has access, relating to the Product in the Territory, including a royalty free, perpetual, irrevocable license to any technical information developed as to particular markets pre- and post-Closing, and all data, information, materials, , books and records to the extent used in or relating to the US Purchased Assets or the Product, including all Regulatory Materials (the “Records”).

Section 2.2 No Assumed Obligations. Notwithstanding any provision in this Agreement or any other writing to the contrary, Buyer is acquiring only the US Purchased Assets and is not assuming any Liability or obligation of Seller or any of its Affiliates of whatever nature, whether presently in existence or arising or asserted hereafter (the “Excluded Liabilities”). For the avoidance of doubt, it is understood and agreed that Buyer is not assuming any Liabilities or obligations, whether presently in existence or arising and payable prior to the Closing, or Liabilities payable after the Closing but arising or relating to Liabilities or matters that arose prior to the Closing, in each case, regardless of when such Liabilities are discovered. All such Liabilities and obligations shall be retained by and remain obligations and Liabilities of Seller or its Affiliates. The Seller will not assume any of the Liabilities or obligations of the Buyer of any kind or nature whatsoever, contingent or otherwise, after the Closing.

Section 2.3 Excluded Assets. Buyer does not, by purchase of the rights granted hereunder or otherwise pursuant to any of the Transaction Documents, acquire any assets or rights of Seller other than the US Purchased Assets, and any assets not included in the US Purchased Assets in Section 2.1 are expressly excluded from the transfer, conveyance, assignment and delivery contemplated hereby and shall remain the assets, properties, rights and interests of Seller and its Affiliates (the “Excluded Assets”).

Section 2.4 License to Piedmont for the Veterinary Field and Tick Infestation

Field; Right of First Refusal. In consideration of the mutual promises contained herein, Buyer hereby grants to Seller a fully paid-up, perpetual worldwide license, including the right to sublicense, the Resultz US Intellectual Property (other than any rights to any trademarks or domains, including the Piedmont Trademark) for the research, development, manufacture, use and commercialization of (i) products within the Veterinary Field and (ii) products within the Tick Infestation Field. Seller hereby grants Buyer an irrevocable, exclusive right of first refusal to purchase or license the Tick Infestation Field products once such Tick Infestation Field products are ready to be outlicensed or sold to a Third Party. Seller shall provide written notice to Buyer when it deems the Tick Infestation Field products to have been developed to such point. In the event Seller and Buyer are unable to enter into an agreement upon good faith negotiations within ninety (90) days after Seller's notice, Seller shall be free to enter into negotiations with a Third Party. However, Seller may not enter into an agreement with any Third Party on terms that are materially less favourable to Seller than those offered by Buyer (taking into account all relevant circumstances), unless Buyer has the opportunity to match or better such terms.

Section 2.5 Assignability and Other Restrictions. This right and license shall be assignable by Seller, and Seller may grant sublicenses thereunder, provided that Seller shall provide Buyer with thirty (30) days' notice of such assignment or sublicense, and that such assignment or sublicense will not conflict with, or breach any of the terms of the Transaction Documents, including those set forth in Section 6.6. Notwithstanding the foregoing, Seller shall not use any trade name or trade dress used in connection with the Product or the US Purchased Assets, and shall use reasonable best efforts to distinguish the trade names, trade dress, names, symbols, figures, letters, words, or marks adopted and used for Seller's and Seller's licensees and Affiliates' products sold in the Veterinary Field and Tick Infestation Field, and otherwise from the Products and US Purchased Assets. Further, notwithstanding any other provision in this Agreement, the Tick Infestation Field products shall be sold in units no larger than 25ml (subject to Buyer's written consent to a larger size container, which consent shall be at Buyer's sole discretion). This Section 2.5 shall survive Closing and termination of this Agreement into perpetuity.

Section 2.6 Transfer Agreements. At the Closing, each Party shall execute and deliver to the other Party the following documents: (a) the Bill of Sale; (b) the Patent Assignment; (c) the Trademark and Domain Assignment; and (d) such other transfer documents reasonably requested by Buyer reflecting the transfer set forth in Section 2.1.

ARTICLE III **PURCHASE PRICE**

Section 3.1 Purchase Price. In full consideration for the sale of the US Purchased Assets, and subject to the terms and conditions set forth herein, Buyer or its Affiliate shall pay to Seller, the sum of (i) One Million Five Hundred Thousand US Dollars (\$1,500,000) (the "Initial Purchase Price") by wire transfer to an account designated in writing by Seller prior to the Closing Date, and (ii) the royalties determined as provided in Section 3.2 hereof (the "Royalty Consideration") (the Initial Purchase Price and the Royalty Consideration, are collectively referred to herein as the "Purchase Price").

Section 3.2 Royalty Consideration.

(a) Except as otherwise provided in Section 3.2(c) hereof, Buyer shall pay to Seller [REDACTED: Royalty percentage] royalty on Net Sales in the Territory from the Closing and until December 31, 2023 (the “Royalty”). Thereafter the Royalty shall decrease to [REDACTED: Royalty percentage] of Net Sales until December 31, 2034. The Royalty provided in this Section 3.2(a) shall be determined after deduction of amounts spent by Buyer or its Licensee as part of the Minimum Promotional Spend. In the event a Generic Product is launched in the Territory by an independent Third Party, the applicable royalty will be reduced to [REDACTED: Royalty percentage] of Net Sales.

(b) Buyer agrees to use Commercially Reasonable Efforts to market and commercialize the Product in the Territory itself or through a Third Party licensee, including to identify and enter into engagements with prospective licensees in the Territory. “Commercially Reasonable Efforts” means, with respect to commercialization of a Product, those efforts and resources applied by Buyer to its own products at a similar stage of development or commercialization, with a similar likelihood of technical success and regulatory approval, and with similar commercial and economic potential, taking into account all relevant considerations including the safety and efficacy profile, development and manufacturing expense, resource and investment needs, the patent and data exclusivity protection, the regulatory approval requirements, competitive products (both commercialized and in development), the potential return on investment, the potential profitability, and, scientific or commercial viability. In addition, during the [REDACTED: Time period] from the Closing Date, Buyer or its licensee will spend a minimum of [REDACTED: Amount related to advertising and promotional activities] on direct advertising and promotional activities specifically related to launching and commercializing the Product in the Territory (the “Minimum Promotional Spend”); provided, however that the Buyer’s Minimum Promotional Spend obligation shall be suspended for any month (and the [REDACTED: Time period] period shall be correspondingly extended) in which the launch or sale of the Product in the Territory is delayed by a Launch Delay Event. For purposes of this Section 3.2(b), a “Launch Delay Event” shall mean (i) an event that Buyer and Seller mutually agree in writing should constitute a Launch Delay Event, (ii) a position taken by the US Food and Drug Administration or another governmental agency that prevents the Product from achieving market authorization in the Territory or causes the approval granted by the US Food and Drug Administration to be suspended or revoked, which position cannot be reasonably rectified by Buyer, or (iii) an inability of the Buyer to secure commercial quantities of the Product due to a manufacturing issue or delay by Conforma NV or other manufacturer.

(c) In the event a Generic Product is launched in the Territory by an independent Third Party, the applicable Royalty in Section 3.2(a) hereof shall be reduced to [REDACTED: Royalty percentage] of Net Sales and the Minimum Promotional Spend in 3.2(b) shall no longer apply. Buyer shall provide Seller with written notice in the event that it believes a Generic Product has been launched in the Territory.

(d) Buyer shall provide Seller with a Royalty report within sixty (60) days of the end of each calendar quarter starting December 31, 2018, in the form set forth on Exhibit E (the “Quarterly Report”). Upon receipt of the Quarterly Report, Seller shall issue an invoice to Buyer for the Royalty due in relation to the previous calendar year, and Buyer shall pay such invoiced amount within thirty (30) days of receipt of the invoice. Buyer

shall also provide Seller with a quarterly update of advertising and promotional expenditures (“Expenditure Report”) related to the Product within thirty (30) days of the end of each calendar quarter starting December 31, 2018, until such time as the Minimum Promotional Spend has been satisfied, as reflected in an Expenditure Report.

(e) Buyer shall keep and maintain, or cause to be kept and maintained, full and accurate books of accounts and records adequate to reflect accurately all Royalties paid and/or payable with respect to this Section.

(f) For purposes of this Section,

(i) “Net Sales” shall mean [REDACTED: Defined term].

(ii) “Gross Sales” shall mean [REDACTED: Defined term].

(g) Net Sales and Gross Sales shall be determined from the books and records of the Selling Party which shall be maintained in accordance with IFRS consistently applied, and such amounts shall be calculated using the same accounting principles used for other Buyer and/or licensee products.

(h) Sales of the Product between Buyer and its Affiliates or its licensees shall be excluded from the computation of Net Sales and no royalties shall be payable on such sales, except where such Affiliate or licensee does not resell the Product (sales between Buyer and its Affiliate or licensees are only permitted under this Agreement if made at arm’s length); but, if sales between Buyer and its Affiliates or licensees are not at arm’s length, Net Sales shall include the subsequent sale to Third Parties by such Affiliates or licensees. Net Sales shall not include transfers or dispositions for charitable, promotional, pre-clinical, clinical, regulatory or governmental purposes.

(i) [REDACTED: Provision related to the computation of Net Sales].

Section 3.3 Audits. Seller shall have the right to audit those accounts and records of Buyer relevant to any Quarterly Report or Expenditure Report described in Section 3.2 hereof or that include information as may be reasonably necessary to verify the accuracy of the Royalty amounts and progress towards the Minimum Promotional Spend based on information included in such Quarterly Report or Expenditure Report, as applicable, prior to the audit (*provided*, however, that, prior to conducting any such audit, such accounting firm shall have entered into a confidentiality agreement in form and substance reasonably satisfactory to Buyer). Such audits will occur during normal business hours and no more than once per every [REDACTED: Time period]. Any such inspection shall be performed by an independent and nationally recognized certified public accounting firm or mutually agreed upon professional consultant in the United States mutually selected by Seller and Buyer. Upon completion of the audit, the accounting firm shall disclose to Seller, with a copy to Buyer, only the actual Royalty included in the applicable Quarterly Report and the resulting discrepancy, if any, between that amount and the amounts which should have been paid based on the actual Net Sales during the applicable period (the “Audit Report”). If the Audit Report shows any discrepancy in which the Royalty reported in the Quarterly Report was less by [REDACTED: Royalty percentage] or more than the Royalty that was actually due, Buyer shall be responsible for the reasonable expenses incurred by Seller for the accounting firm. Buyer shall also be responsible for the amounts of any discrepancy shown by the Audit Report for any of

the Quarterly Report then being reviewed between the Royalty reported and what the Royalty should have been. Any payment owed by Buyer to Seller as a result of the audit shall be made within ten (10) Business Days of the receipt of the Audit Report by Seller and any payment owed by Seller to Buyer as a result of the audit shall be made within ten (10) Business Days of the receipt of the Audit Report. Seller shall hold all information disclosed to it under this Section 3.3 as Confidential Information of Buyer.

Section 3.4 Royalty Payment Provisions.

(a) Timing of Payments. All Royalty amounts will be paid in accordance with Section 3.2(b) in immediately available funds by wire transfer to a United States based account as identified by Seller (or to such other account as Seller shall later designate in writing before such payment is due).

(b) Currency of Payments. All royalty payments under this Agreement shall be made in United States dollars, unless otherwise expressly provided in this Agreement.

Section 3.5 Taxes.

(a) Tax Withholding. Buyer shall be entitled to deduct and withhold from any amounts payable pursuant to this Agreement such amounts as may be required to be deducted or withheld therefrom under any provision of federal, state, local or foreign Tax Law or under any applicable Law. To the extent such amounts are so deducted and withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to Seller.

(b) Tax Cooperation. The Parties agree to cooperate with one another to avoid or reduce Tax withholding in respect of payments made by Buyer to Seller under Section 3.1 or Section 3.2 this Agreement. Seller shall provide Buyer any Tax forms and other documents that may be reasonably requested by Buyer. This Section 3.5(b) does not limit Buyer's entitlement to withhold the full amount of Tax applicable to any amount payable to Seller pursuant to this Agreement. Each Party shall provide the other Party with reasonable assistance to enable the recovery, as permitted by Law, of withholding Taxes or similar obligations resulting from payments made under this Agreement. Buyer, on the one hand, and Seller, on the other hand, agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the US Purchased Assets (including access to Tax Returns) as are reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any Tax Contest. Any expenses incurred in furnishing such information or assistance pursuant to this Section 3.5(b) shall be borne by the party requesting it.

(c) Treatment. For United States federal, state and local Tax purposes, Seller and Buyer shall treat the transactions contemplated by the Transaction Documents as a sale for United States Tax purposes. The parties hereto agree not to take any position that is inconsistent with the provisions of this Section 3.5(c) on any Tax return or in any audit or other administrative or judicial proceeding unless (i) the other parties to this Agreement have consented in writing to such actions, which consent shall not be unreasonably withheld or delayed, or (ii) the party that contemplates taking such an inconsistent position

has been advised by nationally recognized counsel or Tax advisors in writing that it is more likely than not that there is no “reasonable basis” (within the meaning of Treasury Regulation Section 1.6662-3(b)(3)) for the position specified in this Section 3.5(c).

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as of the Closing Date the following:

Section 4.1 Organization; Operations of Seller. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all powers and all licenses, authorizations, consents and approvals required to conduct its business as now conducted and as proposed to be conducted in connection with the US Purchased Assets and the transactions contemplated by the Transaction Documents, and to perform its obligations hereunder. Seller is duly qualified to do business as a foreign corporation and is in good standing in every jurisdiction in which the failure to do so could reasonably be expected to result in a Material Adverse Effect.

Section 4.2 Corporate Authorization. Seller has all necessary limited liability company power and authority to enter into, execute and deliver the Transaction Documents and to perform all of the obligations to be performed by it hereunder and thereunder and to consummate the transactions contemplated hereunder and thereunder. Seller has taken all necessary governance action on its part required to authorize the execution and delivery of this Agreement and the other Transaction Documents and the performance of its obligations hereunder and thereunder. The Transaction Documents have been duly executed and delivered by Seller and each Transaction Document constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally and general equitable principles.

Section 4.3 Governmental Authorization. The execution and delivery by Seller of the Transaction Documents, and the performance by Seller of its obligations hereunder and thereunder, does not require any notice to, action or consent by, or in respect of, or filing with, any Governmental Authority.

Section 4.4 Ownership; Liens; Sufficiency.

(a) Seller is the exclusive owner of the entire right, title (legal and equitable) and interest in, to and under the US Purchased Assets and has good and valid title thereto, free and clear of all Liens. The US Purchased Assets sold, assigned, transferred, conveyed and granted to Buyer on the Closing Date shall not have been pledged, sold, contributed, assigned, transferred, conveyed or granted by Seller to any other Person. Upon the sale, assignment, transfer, conveyance and granting by Seller of the US Purchased Assets to Buyer, Buyer shall acquire good and valid title to the US Purchased Assets free and clear of all Liens, and immediately after the Closing shall be the exclusive owner of the US Purchased Assets. Any assignments to Seller of the US Purchased Assets have been validly made, duly executed and sufficiently perfected so as to grant Buyer full legal title, free and clear of any Liens.

(b) Seller owns all of the Resultz US Intellectual Property, free and clear of all Liens.

(c) The US Purchased Assets, (including for the avoidance of doubt, all Product Registrations), constitute all of the assets, tangible and intangible, necessary and sufficient for the continued import, promotion, manufacture, testing, use, marketing, distribution, exploitation, sale, disposition, or otherwise maintaining of the business of the Products in the Territory after the Closing Date as currently conducted.

Section 4.5 Solvency. Assuming consummation of the transactions contemplated by the Transaction Documents (i) the present fair saleable value of Seller's assets is greater than the amount required to pay its debts as they become due, (ii) Seller does not have unreasonably small capital with which to engage in its business, and (iii) Seller has not incurred, nor does it have present plans or intentions to incur, debts or Liabilities beyond its ability to pay such debts or Liabilities as they become absolute and matured.

Section 4.6 Absence of Changes. Since December 31, 2016, (a) there has not been any event, occurrence or development that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (b) Seller and its Affiliates have operated in the ordinary course of business consistent with past practice with respect to the Products and the US Purchased Assets.

Section 4.7 Litigation. Except as disclosed on Section 4.7 of the Disclosure Schedules, there is no (i) action, suit, arbitration proceeding, claim, investigation or other proceeding pending or, to the Knowledge of Seller, threatened, against Seller or any of its Affiliates, at law or in equity; or (ii) any governmental inquiry pending or any Actions against Seller or any of its Affiliates before any Governmental Authority or, to the Knowledge of Seller, threatened against Seller; that (a) challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by the Transaction Documents or (b) relate to or affect the US Purchased Assets.

Section 4.8 Regulatory

(a) Seller has obtained and provided Buyer with copies of all approvals, exemptions, registrations, licenses, authorizations, permits, franchises and clearances ("Required Permits") necessary for compliance in all material respects with all applicable laws with respect to using, sourcing, manufacturing, development, testing, human clinical testing, production, sale and distribution of the Product, components or accessories. All such Required Permits are in full force and effect, are up to date and current with respect to the Product, including any fees payable, and the Company is not in default in any material respect under any of such Required Permits. Seller has not received notice of any noncompliance with any such Required Permits. With respect to any such Required Permits in effect as of the Closing, Seller has undertaken, or will undertake prior to the Closing Date, all measures reasonably necessary to facilitate transferability of the same, and Seller has not received any notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

(b) Seller has provided in Section 4.8 of the Disclosure Schedule all written communications with any Governmental Authority concerning its Products.

(c) Seller has not received any adverse communication from any Governmental Authority regarding, and there are no facts or circumstances that are reasonably expected to be likely to give rise to (A) any material adverse change in, any Required Permit, or any failure to materially comply with any applicable Laws or any term or requirement of any Required Permit or (B) any revocation, withdrawal, suspension, cancellation, material limitation, termination or material modification of any Required Permit.

(d) All nonclinical studies and clinical trials and other uses of Products with humans or animals being conducted by or on behalf of Seller producing data submitted to any Governmental Authority, are being or have been conducted in compliance in all material respects with the required experimental protocols, procedures and controls pursuant to applicable Laws.

(e) Neither Seller nor any of its Affiliates, officers, directors, employees, consultants, or, to Seller's Knowledge, any of its vendors, contractors, investigators or agents, who has undertaken activities in connection with the business of the Products has been (A) debarred or deemed subject to debarment pursuant to Section 306 of the Federal Food, Drug and Cosmetic Act ("FDCA"), or (B) to Seller's Knowledge, are any such Persons the subject of a conviction described in Section 306 of the FDCA.

Section 4.9 Compliance with Laws. Seller (i) is not in violation of, and has not violated, and (ii) to the Knowledge of Seller, is not under investigation with respect to, and has not been threatened to be charged with or been given notice of any violation of, any law, rule, ordinance or regulation of, or any judgment, order, writ decree, permit or license granted, issued or entered by, any Governmental Authority.

Section 4.10 Conflicts.

(a) Neither the execution and delivery of this Agreement or any other Transaction Document nor the performance or consummation of the transactions contemplated hereby and thereby will: (i) contravene, conflict with, result in a breach or violation of, constitute a default under, or accelerate the performance provided by, in any respect, any provisions of (A) any Law, rule, ordinance or regulation of any Governmental Authority, or any judgment, order, writ, decree, permit or license of any Governmental Authority, in each case to which Seller and its assets or properties are subject or bound, or (B) any contract, agreement, commitment or instrument to which Seller is a party or by which Seller and its assets or properties is bound or committed, other than those contracts, agreements, commitments or instruments described in Section 4.10 hereof; (ii) contravene, conflict with, result in a breach or violation of, constitute a default under, or accelerate the performance provided by, in any respect, any provisions of, any contract, agreement, commitment or instrument to which a Licensee and Seller is a party or by which a Licensee and Seller and its assets or properties is bound or committed; (iii) contravene, conflict with, result in a breach or violation of, constitute a default under, or accelerate the performance provided by, any provisions of the certificate of incorporation or by-laws (or other organizational or constitutional documents) of Seller or its Subsidiaries; (iv) require any notification to, filing with, or consent (other than the Licensee Consent) of, any Person or

Governmental Authority; (v) give rise to any right of termination, suspension, cancellation or acceleration of any right or obligation of Seller or any other Person; or (vi) result in the creation or imposition of any Lien on the US Purchased Assets.

(b) Seller has not granted, nor does there exist, any Lien on the Assigned Contracts or the US Purchased Assets.

Section 4.11 Broker's Fees. No broker, investment banker, finder, or other agent acting on behalf of any member of Seller or its Affiliates or under the authority of Seller or any Affiliate would be entitled to any commission, broker's, or similar fee in connection with the transactions contemplated by the Transaction Documents, except for Stifel Nicolaus & Company, which will be entitled to a fee payable by Seller.

Section 4.12 Intellectual Property.

(a) Section 4.12(a) of the Disclosure Schedules sets forth an accurate and complete list of all Purchased US IP and, for each of the patents included in the Purchased US IP listed on Section 4.12(a) of the Disclosure Schedules, (i) the title thereof, if any, (ii) the countries in which such items are issued, exist, or are registered, (iii) the registration, application, or filing or patent number thereof, (iv) all filing, maintenance and other deadlines that are due within 90 days after the date hereof, and (v) the expected expiration date of the issued filings. Section 4.12(a) of the Disclosure Schedules also sets forth, for each pending patent application included in the Purchased US IP listed on Section 4.12(a) of the Disclosure Schedules, an accurate and complete list of (i) the countries in which such patent applications are pending, (ii) the patent application number or publication number, and (iii) the filing date of the patent application.

(b) There are no agreements under which any Third Party has licensed or sublicensed (exclusively or non-exclusively), granted or conveyed to Seller or any of its Affiliates any material right, title or interest in or to any Purchased US IP that are necessary for the sale or marketing of the Products in the Territory.

(c) Seller is the exclusive owner of each of the Purchased US IP. Seller owns or otherwise possesses the legal right to use the Purchased US IP, free and clear of all Liens, to the extent necessary to conduct Seller's business pertaining to the US Purchased Assets as conducted as of the date hereof. The Purchased US IP is not subject to any outstanding order of, judgment of, decree of or agreement with any Governmental Authority adversely affecting the use thereof by Seller. No Governmental Authority has any rights in the Purchased US IP. Each of the issued patents included in the Purchased US IP is valid and enforceable.

(d) There is no unpaid maintenance or renewal fees payable by Seller to any Third Party that are currently and finally overdue for any of the Purchased US IP. No issued Purchased US IP has lapsed or been abandoned, cancelled or expired except in the ordinary course. To the Knowledge of Seller, each individual associated with the filing and prosecution of the Purchased US IP, including the named inventors of the Purchased US IP, has complied in all material respects with all applicable duties of candor and good faith in dealing with any Patent Office, including any duty to disclose to any Patent Office all information known to be material to the patentability of each of the Purchased US IP, in

those jurisdictions where such duties exist. To Seller's Knowledge, Seller and its patent counsel have satisfied statutory requirements with respect to the filing, prosecution, and maintenance of all registered Purchased US IP.

(e) Except as disclosed on Section 4.12(f) of the Disclosure Schedules, there is no pending or, to the Knowledge of Seller, threatened Actions, challenging the legality, validity, enforceability or ownership of any of the Purchased US IP. As it relates to the Purchased US IP, none of Seller or any of its Affiliates have infringed upon, misappropriated or violated, or are infringing, misappropriating or violating, and the use and exploitation by Buyer after the Closing of the Purchased US IP and the Products as currently used and exploited by Seller will not infringe, misappropriate or violate, any intellectual property rights of any other Person. None of Seller or any of its Affiliates has received any written charge, complaint, claim, demand, notice or other written communication from any Person alleging that it is infringing upon or otherwise misappropriating any intellectual property rights of such Person in connection with the Products.

(f) Except as disclosed on Section 4.12(g) of the Disclosure Schedules, there is no pending or, to the Knowledge of Seller, threatened Action by any Person or Governmental Authority to which Seller is a party that claims that the Purchased US IP or the marketing, sale or distribution of the Product do or will infringe on any patent or other intellectual property rights of any other Person. To the Knowledge of Seller, no Person is infringing, misappropriating or making any unauthorized use of any of the Purchased US IP. There is no pending or threatened Action by Seller against any Person in relation to the Purchased US IP. To the Knowledge of Seller, the marketing, sale or distribution of the Product does not or will not infringe on any patent or other intellectual property rights of any other Person.

(g) Seller has taken reasonable measures to protect and maintain the Purchased US IP as is customary for companies of similar size, stage of development and business. Without limiting the foregoing, Seller (i) has maintained their Confidential Information and trade secrets in confidence, including by entering into licenses and contracts that generally require licensees, contractors and other third persons with access to such Confidential Information or trade secrets to keep such confidential information and Trade Secrets confidential, and (ii) operated and enforced reasonable procedures designed to ensure the recording and maintenance of all trade secrets, Confidential Information and other Purchased US IP that are material US Purchased Assets. Each Person who is or was an employee, officer or contractor of Seller or its Affiliates who contributed in any material respect to the creation or development of the Purchased US IP has signed a contract containing obligations of confidentiality and an assignment to Seller or its Affiliates of all intellectual property rights in such individual's or entity's contribution to the Purchased US IP.

(h) None of Seller or any of its Affiliates is obligated to pay to any Third Party any royalties, fees, commissions or other amounts for the use by Seller or such Affiliate of any rights related to the Purchased US IP.

(i) Neither the execution, delivery or performance of this Agreement nor the consummation of the transactions contemplated by the Transaction Documents will, with or without notice or the lapse of time, result in, or give any other Person the right to cause, (i) a loss of, or Lien on, any Purchased US IP; (ii) the release, disclosure, or delivery of any Purchased US IP by or to any escrow agent or other Person; or (iii) the grant, assignment or transfer to any other Person of any license or other material right or interest under, to or in any of the Purchased US IP.

Section 4.13 Subordination. The claims and rights of Buyer created by any Transaction Document in and to the US Purchased Assets are not subordinated to any creditor of Seller or any other Person.

Section 4.14 Taxes.

(a) Seller has duly and timely filed all Tax Returns (taking into account appropriate extensions) required to be filed, and to the Knowledge of Seller, each such return is true, correct and complete in all respects. Seller has timely and fully paid all material Taxes required to be paid (whether or not such Taxes are shown as due on any Tax Return).

(b) All Taxes required by Law to be withheld or collected with respect to the US Purchased Assets have been duly withheld or collected and, to the extent required, have been paid to the proper Governmental Authority or Person and Seller has complied with all information reporting requirements under all applicable Law with respect to the US Purchased Assets, including maintenance of required records with respect thereto. Seller does not expect any Governmental Authority to assess any additional Taxes with respect to the US Purchased Assets for any period for which Tax Returns have been filed. Seller is not currently the beneficiary of any extension of time within which to file any Tax Return with respect to the US Purchased Assets.

(c) No dispute, audit, investigation, proceeding, claim or other action concerning any Taxes or Tax Returns of Seller, or with respect to the US Purchased Assets is pending or being conducted, or, to Seller's Knowledge, has been threatened or raised by any Governmental Authority. Seller has not received from any Governmental Authority any outstanding (i) notice indicating an intent to open an audit or other review, (ii) request for information, or (iii) notice of deficiency or proposed adjustment of or any amount of Tax proposed, asserted, or assessed by any Governmental Authority against Seller with respect to Taxes. All deficiencies for Taxes claimed, proposed or asserted or assessments made as a result of any examinations by any Governmental Authority of Seller's Tax Returns have been fully paid or fully settled. No claim has ever been made by a Governmental Authority in a jurisdiction where Seller does not file Tax Returns that it is or may be subject to taxation by that jurisdiction with respect to the US Purchased Assets.

(d) Seller is not is a party to any Tax indemnification, allocation or sharing agreement or similar Contract affecting the US Purchased Assets that would, in any manner, bind, obligate or restrict Buyer. Seller does not have any liability for the Taxes of any Person (other than for itself) as a transferee or successor, by contract, or otherwise.

(e) There are no Tax Liens with respect to the US Purchased Assets other than for Taxes not yet due and payable.

Section 4.15 Agreements and Commitments. Except as set forth in Section 4.15 of the Disclosure Schedule, Seller is not a party to any agreement providing for or permitting a sharing of, reduction in, deduction or withholding against, crediting against, or set-off against, and no Person is otherwise entitled to effect a sharing of, reduction in, deduction or withholding against, crediting against, or set-off against, the Royalties.

Section 4.16 No Other Representations or Warranties. Except for the representations and warranties contained in this Article IV, any other Transaction Document or any Closing certificates delivered pursuant to this Agreement, neither Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller, including any representation or warranty as to the accuracy or completeness of any information regarding the US Purchased Assets, the Product or the Royalties furnished or made available to Buyer or its Representatives (including any information, documents or material delivered to Buyer, management presentations or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of the Product, or any representation or warranty arising from statute or otherwise in law.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as of the Closing Date the following:

Section 5.1 Organization. Buyer is a corporation duly formed, validly existing and in good standing under the laws of the Province of Ontario and Buyer has all powers and all licenses, authorizations, consents and approvals required to carry on its business as now conducted.

Section 5.2 Authorization. Buyer has all necessary power and authority to enter into, execute and deliver the Transaction Documents and to perform all of the obligations to be performed by it hereunder and thereunder and to consummate the transactions contemplated hereunder and thereunder. Buyer has taken all necessary governance action on its part required to authorize the execution and delivery of this Agreement and the other Transaction Documents and the performance of its obligations hereunder and thereunder. The Transaction Documents have been duly authorized, executed and delivered by Buyer and each Transaction Document constitutes the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general equitable principles.

Section 5.3 Broker's Fees. No broker, investment banker, finder, or other agent acting on behalf of any member of Buyer or its affiliates or under the authority of Buyer or any Affiliate would be entitled to any commission, broker's, or similar fee in connection with the transactions contemplated by the Transaction Documents.

Section 5.4 Conflicts. Neither the execution and delivery of this Agreement or any other Transaction Document nor the performance or consummation of the transactions contemplated hereby or thereby will: (i) contravene, conflict with, result in a breach or violation of,

constitute a default under, or accelerate the performance provided by, any provisions of (A) any law, rule or regulation of any Governmental Authority, or any judgment, order, writ, decree, permit or license of any Governmental Authority, to which Buyer or any of its assets or properties may be subject or bound; or (B) any contract, agreement, commitment or instrument to which Buyer is a party or by which Buyer or any of its assets or properties is bound or committed; (ii) contravene, conflict with, result in a breach or violation of, constitute a default under, or accelerate the performance provided by, any provisions of any organizational or constitutional documents of Buyer; or (iii) other than as set forth in Section 6.4 of this Agreement, require any notification to, filing with, or consent of, any Person or Governmental Authority.

ARTICLE VI

COVENANTS

The parties covenant and agree as follows:

Section 6.1 Books and Records.

(a) As promptly as practicable after receipt by Seller of notice of any action, claim, investigation or proceeding (commenced or threatened) relating to the transactions contemplated by any Transaction Document, Seller shall inform Buyer of the receipt of such notice and the substance of such action, claim, investigation or proceeding and, if in writing, shall furnish Buyer with a copy of such notice and any related materials with respect to such action, claim, investigation or proceeding (subject to Seller confidentiality obligations with Persons other than Licensee to the extent any such notice, related materials and description of the substance of the applicable action, claim, investigation or proceeding does not reasonably relate to the Royalties and is subject to such confidentiality obligations).

(b) For so long as a party is required to maintain books, records, files and other information that is subject to this Section 6.1, during normal business hours following reasonable prior notice, each party will permit the other party and its Affiliates, agents and representatives, to review all Records and all other information, records and documents in their possession, which are reasonably requested by the other party and are necessary or useful in connection with any Tax inquiry, audit, investigation or dispute with a Third Party or any litigation, mediation or arbitration or similar legal Action by any Governmental Authority reasonably requiring access to any such books and records, in each case relating to or arising out of transactions or events occurring prior to the Closing and that relate to the Product or the US Purchased Assets. Each party will direct its employees (without substantial disruption of employment) to render any assistance that the other party may reasonably request in accessing or utilizing the Records or other information, records or documents. The party requesting access to any such books and records or other information shall bear all of the out-of-pocket costs and expenses (including attorneys' fees) reasonably incurred by the other party in order to comply with this Section 6.1. The party accessing such Records and other information, records and documents shall treat such Records and other information, records and documents as Confidential Information received from other party pursuant to, and in accordance with Section 6.3.

(c) Each party will preserve all information, records and documents relating to or arising out of transactions or events occurring prior to the Closing and that relate to the Products or the US Purchased Assets until the later of: (i) seven (7) years after the Closing; or (ii) the expiration of the required retention period under any applicable Laws for all such information, records or documents.

(d) Notwithstanding the foregoing, neither Buyer nor Seller shall be obligated to provide the other party with access to any books or records (including personnel files) pursuant to this Section 6.1 where such access would violate any Law or attorney-client privilege.

Section 6.2 Avoidance of Market Overlap. Seller shall use reasonable best efforts to not knowingly itself or through an Affiliate sell or shall offer to sell or otherwise provide any Veterinary Field product or Tick Infestation Field product to any Third Party for use in the Field in the Territory. Buyer shall use reasonable best efforts to not knowingly itself or through an Affiliate sell or shall offer to sell or otherwise provide the Product to any Third Party for use in the Veterinary Field or Tick Infestation Field in the Territory.

Section 6.3 Confidentiality.

(a) From and after the Closing, a party receiving any Confidential Information (the “Receiving Party”) of the other party hereto or its Affiliates (the “Disclosing Party”) shall, and shall cause its Affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective representatives to hold, in confidence any and all information, whether written or oral, concerning the Product and the US Purchased Assets, except to the extent that Receiving Party can show that such information (a) is generally available to and known by the public through no fault of Receiving Party, any of its Affiliates or their respective representatives; or (b) is lawfully acquired by Receiving Party, any of its Affiliates or their respective representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If Receiving Party or any of its Affiliates or their respective representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, Receiving Party shall promptly notify Disclosing Party in writing and shall disclose only that portion of such information which Receiving Party is advised by its counsel in writing is legally required to be disclosed, *provided* that Receiving Party shall use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

(b) Each party’s obligations with respect to the other party’s Confidential Information shall survive the expiration or termination of this Agreement for the longer of ten (10) years after the Closing or such time as the Product is not being marketed or commercialized by Buyer, its Affiliates, their respective direct or indirect licensees, successors, assignees or transferees or any Affiliates of any such Person (including, for the avoidance of doubt any subsequent licensee, successor, assignee or transferee).

(c) For certainty, from and after the Closing, all Confidential Information concerning the Product and the US Purchased Assets shall be deemed to be Confidential Information disclosed by Buyer to Seller for purposes of this Section 6.3.

Section 6.4 Commercially Reasonable Efforts; Further Assurance.

(a) Subject to the terms and conditions of this Agreement, each party hereto will use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable laws and regulations to consummate the transactions contemplated by any Transaction Document. Buyer and Seller agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary in order to consummate or implement expeditiously the transactions contemplated by any Transaction Document and to vest in Buyer good, valid and marketable rights and interests in and to the US Purchased Assets free and clear of all Liens.

(b) Subject to applicable Law, Seller and Buyer shall cooperate and provide assistance as reasonably requested by the other party and at the other party's expense in connection with any litigation, arbitration or other proceeding (whether threatened, existing, initiated, or contemplated prior to, on or after the date hereof) to which the other party hereto or any of its officers, directors, shareholders, members, partners, managers, agents or employees is or may become a party or is or may become otherwise directly or indirectly affected or as to which any such Persons have a direct or indirect interest, in each case relating to any Transaction Document, the US Purchased Assets or the transactions described herein or therein, but in all cases excluding any litigation brought by Seller against Buyer or brought by Buyer against Seller, or involving matters prejudicial to each such party.

(c) Subject to Section 6.5 and this Section 6.4, each party shall not, and shall cause its Affiliates not to, without the prior written consent of the other party, issue any press release or make any other public disclosure with respect to the transactions contemplated by this Agreement or any other Transaction Document while such information remains Confidential Information, except if and to the extent that any such release or disclosure is required by applicable law or by any Governmental Authority of competent jurisdiction, in which case, each party or its Affiliates, as the case may be, shall use commercially reasonable efforts to consult in good faith with the other regarding the form and content thereof before issuing such press release or making such public announcement. Each party shall not, and shall cause their Affiliates and Representatives not to, reference the name of Buyer, its Affiliates or and its Representatives in any press release or any other public disclosure with respect to the transactions contemplated by this Agreement or any other Transaction Document while such information remains Confidential Information. Notwithstanding, the foregoing shall be subject to each party's overriding obligation to make disclosure in accordance with applicable Laws, and if such disclosure is required and the other party has not reviewed or commented on the disclosure, the Disclosing Party shall use commercially reasonable efforts to give prior oral or written notice to the other party, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing. For the avoidance of doubt, the foregoing shall not prevent Seller or Buyer or their respective Affiliates from making internal announcements to employees and having discussions with shareholders and financial analysts and other stakeholders so long as such statements and announcements are consistent with the most recent press releases, public disclosures or public statements made by the parties. The Parties consent to this Agreement being filed under applicable

Securities Laws. Without limiting the generality of the foregoing, the parties acknowledge that Buyer is a reporting issuer and is required to issue a press release with respect to this Agreement as soon as practicable after its due execution and, in each case, such press release or ad hoc announcement may, among other things, inform the public of (A) the conclusion of this Agreement and (B) the value of the Purchase Price and the Royalty payments.

(d) This Section 6.4 shall survive Closing.

Section 6.5 Transfer of Product Registrations. Promptly following the Closing, Seller shall use reasonable best efforts to complete the transfer of each Product Registration as well as any other governmental and regulatory approvals necessary to import, promote, manufacture, test, use, market, distribute or sell the Product in the Territory as promptly as practicable. Buyer shall use reasonable best efforts to assist Seller in the transfer of the Product Registrations, accept the transfer of the Product Registrations, formalize with Seller and any applicable Governmental Authority all necessary documents, and complete the transfer of all Product Registrations as promptly as possible.

Section 6.6 Non-Compete.

(a) From the Closing and until December 31, 2032 (the “Restricted Period”), Seller shall not, and shall not permit any of its subsidiaries or Affiliates to, directly or indirectly, enter into or engage in a business competing with the Product or the US Purchased Assets in the Territory, provided that this Section 6.6(a) shall not restrict Seller, its subsidiaries, or its Affiliates from conducting business with Third Parties who may be engaging in a business competing with the Product or US Purchased Assets so long as the activities of Seller, its subsidiaries or its Affiliates with respect to any such Third Party are not in contravention of this Section 6.6(a).

(b) During the Restricted Period and with respect to the Territory, Seller shall not, and shall not permit any of its subsidiaries to, and shall use its reasonable best efforts to cause their other Affiliates not to, directly or indirectly, take any action with the intent to cause, induce or encourage any actual or prospective customer, distributor, manufacturer, supplier or licensor of the Product, or any other Person who has an actual or prospective material business relationship with Seller prior to the Closing in connection with the Product, to terminate, modify or reduce any such actual or prospective relationship.

(c) Seller acknowledges that the restrictions contained in this Section 6.6 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. Without limiting Section 9.7, in the event that any covenant contained in this Section 6.6 should ever be adjudicated to exceed the time, geographic, product or service or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered and directed to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service or other limitations permitted by applicable Law. The covenants contained in this Section 6.6 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining

covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

Section 6.7 Transition Services. Seller shall provide reasonable support to Buyer to set up the processes for the manufacture, sale and distribution of the Products as soon as possible following the Closing from Seller to Buyer, including, without limitation providing consulting services in Exhibit F for a period of not more than six months.

ARTICLE VII

THE CLOSING; CONDITIONS TO CLOSING

Section 7.1 Closing. Subject to the closing conditions set forth in Sections 7.2 and 7.3, the closing of this Agreement (the “Closing”), shall take place on the Execution Date. The parties will not be required to be in attendance at the same location on the Closing Date; *provided* that the Closing will be deemed to occur at the Reston, Virginia offices of Cooley LLP, designated in Section 9.3. The Closing will be deemed effective for Tax, accounting and other computational purposes as of [REDACTED: Closing time] on the Closing Date. At the Closing, the parties will exchange (or cause to be exchanged) the funds, certificates and/or other documents, or do, or cause to be done, all of the things respectively required of each party as specified in Sections 7.2 and 7.3, as applicable.

Section 7.2 Conditions Applicable to Buyer in Closing. The obligations of Buyer to effect the Closing, including the requirement to pay the Initial Purchase Price pursuant to Section 3.1, shall be subject to the satisfaction of each of the following conditions, as of the Closing Date, any of which may be waived by Buyer in its sole discretion:

(a) **Conveyance.** Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, all right, title and interest in and to the US Purchased Assets, free and clear of all Liens, except as otherwise set forth in Section 7.4 below

(b) **Documents.** Seller shall execute and deliver to Buyer the Transaction Documents that are required to be executed by Seller.

(c) **Corporate Documents of Seller.** Buyer shall have received certificates of an executive officer of Seller: (i) attaching copies, certified by such officer as true and complete, of resolutions of the board of managers and, to the extent required by applicable law and by the certificate of incorporation or by-laws (or other organizational or constitutional documents) of Seller or its subsidiaries, the members of Seller, authorizing and approving the execution, delivery and performance by Seller of the Transaction Documents and the transactions contemplated herein and therein; (ii) setting forth the incumbency of the officer or officers of Seller who have executed and delivered the Transaction Documents including therein a signature specimen of each officer or officers; and (iii) attaching copies, certified by such officer as true and complete, of a certificate of

the appropriate Governmental Authority of Sellers's jurisdiction of incorporation as to the status of Seller under the laws of its country of incorporation.

(d) Due Diligence. Buyer shall have completed its Due Diligence Review to its satisfaction.

(e) No Liens. The US Purchased Assets shall be free and clear of all Liens.

(f) Assistance. Seller shall execute and deliver to Buyer the BAR Letter attached hereto as Exhibit G.

(g) Acknowledgements. Seller shall deliver to Buyer any and all written acknowledgements by its suppliers and identified prospective suppliers and service providers relating to the Product to be distributed in the Territory, that their products and services will continue to be available to Buyer on the same basis after the Closing, to the extent deemed appropriate by the parties, which acknowledgements are listed in Section 7.2(f) of the Disclosure Schedule,

(h) Additional Transfers. Seller shall have delivered to Buyer such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

Section 7.3 Conditions Applicable to Seller in Closing. The obligations of Seller to effect the Closing shall be subject to the satisfaction of each of the following conditions, any of which may be waived by Seller in its sole discretion:

(a) Purchase Price. Seller shall have received payment of the Initial Purchase Price in accordance with Section 3.1.

(b) Documents. Buyer shall execute and deliver to Seller the Transaction Documents that are required to be executed by Buyer.

(c) Corporate Documents of Buyer. Seller shall have received certificates of a director of Buyer: (i) attaching copies, certified by such director as true and complete, of resolutions of the board of directors of Buyer, authorizing and approving the execution, delivery and performance by Buyer of the Transaction Documents and the transactions contemplated herein and therein; (ii) setting forth the incumbency of the director of Buyer who have executed and delivered the Transaction Documents including therein a signature specimen of each director or directors; and (iii) attaching copies, certified by such director as true and complete, of a certificate of the appropriate Governmental Authority of Buyer's jurisdiction of incorporation, stating that Buyer is in good standing under the laws of such jurisdiction of incorporation.

Section 7.4 Tangible US Purchased Assets.

(a) Delivery. All tangible US Purchased Assets will be delivered promptly after the Closing (and in any case within sixty (60) days after the Closing Date) to Buyer at its principal place of business or at such other location mutually agreed by the parties.

(b) Records. Seller may retain originals and/or copies of any Records (i) to the extent necessary for Tax, accounting, regulatory, compliance or litigation purposes, (ii) in order to perform and discharge the Excluded Liabilities and Seller's obligations under the Transaction Documents, or (iii) to the extent that such Records contain information with respect to any Excluded Asset or Excluded Liability.

ARTICLE VIII

INDEMNIFICATION

Section 8.1 Survival. All representations and warranties made herein and in any other Transaction Document or any Closing certificates delivered pursuant to this Agreement shall survive until the [REDACTED: Time period] of the Closing Date, except that (a) each of Seller and Buyer's Fundamental Representations (other than those set forth in Section 4.14) shall survive [REDACTED: Time period] and (b) the representations and warranties of Seller set forth in Section 4.14 shall survive for the longer [REDACTED: Time period]. Notwithstanding anything in this Agreement or implied by law to the contrary, all of the covenants and agreements contained in this Agreement shall survive until fully performed. Any claim for indemnification on account of breach of a representation, warranty or covenant will survive the applicable termination date if a Party, prior to such termination date, advises the other Party in writing of facts that constitute or may give rise to an alleged claim for indemnification, specifying in reasonable detail the basis under this Agreement for such claim. It is the express intent of the parties to extend the applicable statute of limitations to the extent set forth in this Section 8.1.

Section 8.2 Indemnification

(a) Seller hereby agrees to defend, reimburse, indemnify and hold Buyer and its Affiliates and its partners, directors, officers, managers, employees and agents (each a "Buyer Indemnified Party") harmless from and against any and all Losses arising out of or resulting from:

any breach of any representation, warranty or certification made by Seller in any of the Transaction Documents or certificates given by Seller in writing pursuant hereto or thereto; *provided* that for purposes of determining the amount of Losses, any materiality or similar qualifier in such representation or warranty shall be disregarded for purposes of this Section 8;

any breach of or default under any covenant or agreement by Seller pursuant to any Transaction Document; or

any Excluded Liabilities or Excluded Assets.

(b) Buyer hereby agrees to defend, reimburse, indemnify and hold Seller, its Affiliates and its partners, directors, officers, managers, employees and agents (each a "Seller Indemnified Party") harmless from and against any and all Losses arising out of or resulting from:

any breach of any representation, warranty or certification made by Buyer in any of the Transaction Documents or certificates given by Buyer in writing pursuant hereto or thereto; *provided* that for purposes of determining the amount of Losses, any materiality or similar qualifier in such representation or warranty shall be disregarded for purposes of this Section 8; or

any breach of or default under any covenant or agreement by Buyer pursuant to any Transaction Document.

Section 8.3 Limitation on Indemnification.

(a) Notwithstanding the provisions of Section 8.2(a), other than with respect to Seller's Fundamental Representations and fraud, gross negligence or wrongful intentional acts, (i) Seller shall not be liable for Losses under Section 8.2(a)(i) unless the aggregate amount of Losses with respect to all misrepresentations or breaches of warranty exceed [REDACTED: Amount related to limitations on liability] (the "Indemnification Basket"), in which event all Losses incurred shall be subject to indemnification without regard to such threshold and (ii) in no event shall Seller's aggregate liability for Losses under Section 8.2(a)(i) exceed [REDACTED: Amount related to limitations of liability].

(b) Notwithstanding the provisions of Section 8.2(b), other than with respect to Buyer's Fundamental Representations and fraud, gross negligence or wrongful intentional acts, (i) Buyer shall not be liable for Losses under Section 8.2(b) unless the aggregate amount of Losses with respect to all misrepresentations or breaches of warranty exceed the Indemnification Basket, in which event all Losses incurred shall be subject to indemnification without regard to such threshold and (ii) in no event shall Buyer's aggregate liability for Losses under Section 8.2(b)(i) exceed [REDACTED: Amount related to limitations on liability].

(c) Nothing contained in this Section 8 or otherwise set forth in this Agreement shall be deemed to limit or restrict in any manner any rights or remedies which Buyer or Seller have, or might have, at Law, in equity or otherwise, based on fraud, gross negligence or wrongful intentional acts.

Section 8.4 Indemnification Procedures.

(a) If any claim, demand, action or proceeding (including any investigation by any Governmental Authority) shall be brought or alleged against any Person entitled to indemnification under Section 8.2 (an "Indemnified Party") in respect of which indemnity is to be sought against an indemnifying party (the "Indemnifying Party") pursuant to the preceding paragraphs, the Indemnified Party shall, promptly after receipt of notice of the commencement of any Action (the "Claim"), notify the Indemnifying Party in writing of such Claim, enclosing a copy of all papers served, if any; *provided*, however, that the failure to promptly provide such notice shall not affect the indemnification provided for under this Section 8, except to the extent that the Indemnifying Party has incurred Losses as a result of such failure, and *provided*, that the Indemnifying Party shall be deemed to have irrevocably agreed to the matters and amounts set forth in such Claim except to the extent it provides to the Indemnified Party written notice of objection to any matter or amount therein, specifying in reasonable detail the basis of such objection, within thirty (30) days after the Indemnifying Party receives written notice of such Claim. In case any

such Claim is brought against an Indemnified Party and it notifies the Indemnifying Party of the commencement thereof, the Indemnifying Party will be entitled to participate therein and, to the extent that it may wish, to assume and control the defense thereof at its own expense, with counsel reasonably satisfactory to such Indemnified Party, and after notice from the Indemnifying Party to such Indemnified Party of its election so to assume the defense thereof within thirty (30) days after receiving such notice; *provided* that, with respect to a Claim under Section 8.2(b), such Indemnifying Party shall not have the right to defend or direct the defense of any such Third Party Claim that is asserted by or on behalf of a manufacturer, supplier or distributor of any of the Products; *provided*, further, that the Indemnifying Party shall not have the right to defend or direct the defense of any such Third Party Claim that: (A) relates to or arises in connection with any criminal Action, indictment, allegation or investigation; (B) a conflict on any material issue exists between the Indemnified Party and the Indemnifying Party in respect of the Third Party Claim; (C) asserts damages in excess of the amount that, if determined adversely, the Indemnifying Party would be required to pay to the Indemnified Party under this Article 8; or (D) seeks an injunction or other equitable relief against the Indemnified Party. The Indemnifying Party will not be liable to such Indemnified Party under this Section 8.4 for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation, except in the event that (i) the Indemnifying Party is not diligently defending such claim, demand, action or proceeding or (ii) the Indemnifying Party and the Indemnified Party have conflicting interests or different defenses available with respect to such claim, demand, action or proceeding (as determined in the opinion of counsel to the Indemnified Party), in each of such cases the Indemnified Party may hire its own separate counsel with respect to such claim, demand, action or proceeding and the reasonable fees and expenses of such counsel shall be considered Losses for purposes of this Agreement. With respect to any such claim, demand, action or proceeding for which the Indemnifying Party has assumed and is controlling the defense thereof, an Indemnified Party shall have the right to retain its own counsel, but the reasonable fees and expenses of such counsel shall be at the expense of such Indemnified Party (subject to the immediately preceding sentence). It is agreed that the Indemnifying Party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate law firm (in addition to local counsel where necessary) for all such indemnified parties. The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent (such consent not to be unreasonably withheld or delayed), but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Party agrees to indemnify the Indemnified Party from and against any Losses by reason of such settlement or judgment. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending or threatened claim, action, demand or proceeding in respect of which any Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless in connection with such settlement the Indemnifying Party agrees to pay the full amount of the Liability (if any) (including all Losses of the Indemnified Party) in connection with such claim, action, demand or proceeding and such settlement does not involve any non-monetary remedies against the Indemnified Party and releases the Indemnified Party completely and unconditionally in connection with such claim, action, demand or proceeding. The parties shall cooperate in the defense or prosecution of any such claim, action, demand or proceeding, with such cooperation to

include (i) the retention of and the provision to the Indemnifying Party of records and information that are reasonably relevant to such claim, action, demand or proceeding, (ii) the making available of employees on a mutually convenient basis for providing additional information and explanation of any material provided hereunder, (iii) the party that is controlling the defense of such claim, action, demand or proceeding keeping the other parties generally advised of its status and the defense thereof and considering in good faith recommendations of the non-controlling parties with respect thereto, and (iv) undertaking all reasonable steps to mitigate any loss, damage, or expense with respect to the Claim.

(b) Following the Closing Date, the indemnification afforded by this Section 8 shall be the sole and exclusive remedy for any and all Losses sustained or incurred by a party hereto in connection with the transactions contemplated by the Transaction Documents, including with respect to any breach of any representation, warranty or certification made by a party hereto in any of the Transaction Documents or certificates given by a party in writing pursuant hereto or thereto or any breach of or default under any covenant or agreement by a party pursuant to any Transaction Document, other than with respect to Losses arising from fraud, gross negligence, or wrongful intentional acts. Notwithstanding anything to the contrary contained in the foregoing, nothing herein shall (i) limit the liability of any party for fraud, gross negligence or wrongful intentional acts or (ii) prevent any party from seeking the remedies of specific performance or injunctive relief in connection with a breach of a covenant or agreement of any Party contained herein, except as otherwise provided herein. Notwithstanding anything herein to the contrary, except in the case of any Claim (including any investigation by any Governmental Authority) brought or alleged against an Indemnified Party in respect of which indemnity is to be sought hereunder, in no event shall Losses include any consequential, lost profits (except to the extent such damages are reasonably foreseeable) or punitive damages (for clarity, the exclusion of lost profits and consequential damages from being considered “Losses” shall not operate to exclude any Royalties from being considered “Losses” hereunder). Except as provided in this Section 8.4(b), any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by Law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. The parties accordingly agree that they shall be entitled to seek a temporary injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any court in the State of Delaware, in addition to any other remedy to which they are entitled at Law or in equity.

(c) Any indemnification payments pursuant to this Section 8.4 will be treated by the parties as an adjustment to the Purchase Price for all Tax purposes.

Section 8.5 Right to Set Off. Buyer may set off the amount of any Claim against any payment otherwise due to Seller or any of its Affiliates under this Agreement or any of the other Transaction Documents. In the event that Seller objects to all or a portion of the set off within thirty (30) days of such set off, Seller shall provide Buyer with a written notice detailing the amount to which Seller is objecting and the grounds for such objection (the “Set Off Objection Notice”). The

parties will attempt to resolve in good faith any objections raised in the Set Off Objection Notice. In the event that the parties cannot resolved such objections within sixty (60) days the receipt of the Set Off Object Notice by Buyer, such dispute shall be finally and solely determined and settled by binding arbitration, conducted by a single arbitrator in Wilmington Delaware, in accordance with the commercial arbitration rules of the American Arbitration Association (“AAA”) then in effect, except as modified herein. Within ten (10) Business Days after the commencement of arbitration, the parties shall mutually select the person to act as the arbitrator. If the parties are unable or fail to agree upon the arbitrator within such time period, the arbitrator shall be selected by the AAA within the ten (10) Business Days following a written request by any of the parties to the AAA. Each party shall submit a statement of position of no more than five (5) pages in length to the arbitrator and respond to any questions raised by the arbitrator in writing within twenty-four (24) hours. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction. Neither the exercise of nor the failure to exercise such right of setoff will constitute an election of remedies or limit Buyer in any manner in the enforcement of any other remedies that may be available to it.

Section 8.6 Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its representatives) or by reason of the fact that the Indemnified Party or any of its representatives knew or should have known that any such representation or warranty is, was or might be inaccurate.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Independent Nature of Relationship.

(a) The relationship between Seller and Buyer is solely that of sellers and purchasers, and neither Buyer nor Seller has any fiduciary or other special relationship with the other or its Affiliates. Nothing contained herein or in any other Transaction Document shall be deemed to constitute Seller and Buyer as a partnership, an association, a joint venture or other kind of entity or legal form.

(b) Seller and/or any of its Affiliates shall not at any time obligate Buyer, or impose on Buyer any obligation, in any manner or respect other than as set forth in the Transaction Documents or as otherwise agreed to by Buyer.

Section 9.2 Specific Performance. Each of the parties hereto acknowledges that the other parties will have no adequate remedy at law if it fails to perform any of its obligations under any of the Transaction Documents. In such event, each of the parties agrees that the other parties shall have the right, in addition to any other rights they may have (whether at law or in equity), to specific performance of this Agreement.

Section 9.3 Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any party by any other party, or whenever any of the parties desires to give or serve upon the other any communication with respect to this Agreement, each

such notice demand, request, consent, approval, declaration or other communication shall be in writing and sufficient if delivered personally, sent by electronic mail (with confirmation of receipt (other than by means of automatically-generated reply) or promptly confirmed by personal delivery, registered or certified mail or overnight courier), sent by internationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, as follows:

If to Buyer:

Nuvo Pharmaceuticals (Ireland) Limited
Mespil Business Centre
Sussex Road, Dublin 4
Ireland
Email: [REDACTED: Personal information]

With a copy to:

Nuvo Pharmaceuticals Inc.
6733 Mississauga Road, Suite 610
Mississauga, Ontario
Canada, L5N 6J5
Attn: [REDACTED: Personal information]
Email: [REDACTED: Personal information]

and

Cooley LLP
11951 Freedom Drive, 15th Floor
Reston, VA 20190
Fax No.: [REDACTED: Personal information]
Attn: [REDACTED: Personal information]
Email: [REDACTED: Personal information]

If to Seller:

Piedmont Pharmaceuticals, LLC
204 Muirs Chapel Road
Suite 200
Greensboro, North Carolina 27410
Attention: [REDACTED: Personal information]

With a copy to:

Smith Moore Leatherwood LLP
PO Box 21927
Greensboro, NC 27420
Attention: [REDACTED: Personal information]

or to such other address or addresses as Buyer or Seller may from time to time designate by notice as provided herein, except that notices of changes of address shall be effective only upon receipt. All such notices, consents, waivers and communications shall: (a) when posted by certified or registered mail, postage prepaid, return receipt requested, be effective three (3) Business Days after dispatch or (b) when delivered by a recognized overnight courier or in person, be effective upon receipt when hand delivered.

Section 9.4 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to this Section 9.4 and the other provisions of this Agreement, their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be sold, transferred, conveyed or assigned, in whole or in part, by operation of law or otherwise, by Seller or Buyer without the prior written consent of the other parties, except that, subject to the other provisions of this Agreement:

(a) Buyer may, without the consent of Seller, sell, transfer, convey or assign all or any portion of the US Purchased Assets to any Person, *provided* that the assignee undertakes all obligations under this Agreement with respect to the specific US Purchased Assets assigned to such assignee, and *provided further*, that such assignee is not a direct corporate competitor of Seller with a product for the treatment of head lice that is sold in the United States (in which case Seller's consent will be required);

(b) Buyer may, without the consent of Seller, sell, transfer, convey or assign its rights and obligations under the Transaction Documents, including all of the US Purchased Assets, in whole but not in part, to any Person, (i) with which it may merge or consolidate or to which it may sell all or substantially all of its assets or all or substantially all of its assets related to the US Purchased Assets;

(c) Buyer may sell, transfer, convey or assign any of its obligations and rights under the Transaction Documents, without restriction and without the consent of Seller, to any Affiliate, partner or member of Buyer, *provided* that Seller shall be under no obligation to reaffirm any representations, warranties or covenants made in this Agreement or any of the other Transaction Documents or take any other action in connection with any such sale, transfer, conveyance or assignment by Buyer; and

(d) Buyer may sell, transfer, convey or assign any of its obligations and rights under the Transaction Documents, without restriction and without the consent of Seller, to any purchaser, transferee or assignee of all or any portion of the US Purchased Assets, including the right to receive any Confidential Information of Seller to the extent such information could be disclosed to such purchaser, transferee or assignee in accordance with Section 6.3. Any permitted sale, transfer, conveyance or assignment under this Section 9.4 shall only be effective upon the written notification by the applicable party to the other parties hereto of such sale, transfer, conveyance or assignment.

Section 9.5 Entire Agreement. This Agreement, together with the Exhibits and Disclosure Schedules hereto (which are incorporated herein by reference), the other Transaction Documents, and the Mutual Nondisclosure Agreement by and between Seller and Buyer's Affiliate Nuvo Pharmaceuticals Inc., dated as of July 25, 2017 (the "Confidentiality Agreement") constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein (or in the Exhibits, Disclosure Schedules or other Transaction Documents) has been made or relied upon by either party hereto. None of this Agreement, nor any provision hereof, other than Article 8, is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

Section 9.6 Governing Law; Jurisdiction; Service of Process. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, United States of America, without giving effect to the principles of conflicts of law thereof. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of Delaware, in each case located in the city of Wilmington and County of New Castle, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. Seller and Buyer irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waives and agrees not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.6.

Section 9.7 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law in any jurisdiction, such provision shall be excluded from this Agreement and Seller and Buyer shall negotiate in good faith a valid, legal and enforceable substitute provision that most nearly reflects the original intent of Seller and Buyer and all other provisions of this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of Seller and Buyer as nearly as may be possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.

Section 9.8 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. Any counterpart may be executed by electronic signature and such electronic signature shall be deemed an original.

Section 9.9 Amendments; No Waivers.

(a) This Agreement or any term or provision hereof may not be amended, changed or modified except with the written consent of the parties hereto. No waiver of any right hereunder shall be effective unless such waiver is signed in writing by the party against whom such waiver is sought to be enforced.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 9.10 Interpretation. When a reference is made in this Agreement to an Articles, Sections, Disclosure Schedules or Exhibits, such reference shall be to an Article, Section, Disclosure Schedule or Exhibit to this Agreement unless otherwise indicated. The words “include,” “includes,” and “including” when used herein shall be deemed in each case to be followed by the word “without limitation” and shall not be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 9.11 Expenses. Each of the parties hereto will be responsible for its own costs and expenses incurred in connection with the negotiation and execution of this Agreement and consummation of the Proposed Transaction, including, without limitation, any legal or accounting fees and brokerage commissions. Each party shall bear its respective costs and expenses irrespective of whether or not the Proposed Transaction is consummated.

Section 9.12 Construction. In the event an ambiguity or a question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any provisions of this Agreement. The language in this Agreement is to be construed in all cases according to its fair meaning.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

PIEDMONT PHARMACEUTICALS LLC

By: “Roland Johnson”
Name: Roland Johnson
Title: Chief Executive Officer

**NUVO PHARMACEUTICALS (IRELAND)
LIMITED**

By: “Gerard Collis”
Name: Gerard Collis
Title: Director

Exhibit A
Form of Bill of Sale

BILL OF SALE

THIS BILL OF SALE is executed and delivered effective as of January 12, 2018, by Piedmont Pharmaceuticals LLC, a Delaware limited liability company (the “*Seller*”) in favor of Nuvo Pharmaceuticals (Ireland) Limited, an Irish limited liability company (the “*Buyer*”).

RECITALS

The Seller and the Buyer have entered into a US Asset Purchase Agreement dated as of January 12, 2018 (the “*Purchase Agreement*”) pursuant to which, among other things, the Seller has agreed to transfer and assign the US Purchased Assets (which for the avoidance of doubt, does not include the Excluded Assets) to the Buyer, subject to the terms and conditions set forth in the Purchase Agreement. All capitalized terms not defined herein shall have the same meanings as set forth in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Seller hereby sells, conveys, transfers, assigns and delivers to the Buyer good and valid title to the US Purchased Assets, free and clear of any Liens, as provided in the Purchase Agreement. The Seller, at any time at or after the date hereof, will execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents, and instruments of transfer reasonably requested by the Buyer, and will take any other action consistent with the terms of the Purchase Agreement and this Bill of Sale that may reasonably be requested by the Buyer, for the purpose of assigning, transferring, granting, conveying and confirming to the Buyer, or reducing to possession, any or all of the Transferred Assets.

This Bill of Sale is subject to, and shall be construed in accordance with, the Purchase Agreement, and in the event of a conflict between the provisions of this Bill of Sale and the provisions of the Purchase Agreement (insofar as such provisions relate to the rights and obligations of the Buyer, on the one hand, and the Seller, on the other hand), the provisions of the Purchase Agreement shall prevail. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this **BILL OF SALE** as of the date first written above.

SELLER:

PIEDMONT PHARMACEUTICALS LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have executed this **BILL OF SALE** as of the date first written above.

BUYER:

**NUVO PHARMACEUTICALS (IRELAND)
LIMITED**

By: _____

Name:

Title:

Exhibit B
Form of Trademark and Domain Assignment

US TRADEMARK AND DOMAIN ASSIGNMENT AGREEMENT

This TRADEMARK AND DOMAIN ASSIGNMENT AGREEMENT ("**Trademark and Domain Assignment**"), dated as of January 12, 2018, is made by Piedmont Pharmaceuticals LLC, a Delaware limited liability company ("**Assignor**"), in favor of Nuvo Pharmaceuticals (Ireland) Limited, an Irish limited liability company ("**Assignee**").

WHEREAS, the Assignor, entered into that certain US Asset Purchase Agreement, dated as of even date herewith (the "**US Purchase Agreement**") with Assignee providing for the sale of the US Purchased Assets (as this term is defined in the US Purchase Agreement) by the Assignor to Assignee, including certain of Assignor's trademarks and service marks; and certain other specified intellectual property rights;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks and Domains**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks and Domains:

(a) the trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) registrations of the internet domain names set forth on Schedule 2 hereto, whether or not incorporating Assignor's trademarks, registered to Assignor in any generic top level domain by any authorized private registrar or governmental authority;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

The Assignor and Assignee acknowledge that the Assignee is the successor to the applicant's business to which the Assigned Trademarks and Domains pertains and that business is ongoing and existing.

2. Recordation and Further Actions. Assignor authorizes the United States Patent and Trademark Office to record and register this Trademark and Domain Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks and Domains including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations set forth on Schedule 2 hereto in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. Applicability of US Purchase Agreement. The representations and warranties of the Assignor in the US Purchase Agreement are incorporated herein by reference, but such representations and warranties remain subject to all of the remaining terms and conditions of the US Purchase Agreement, including the limitations set forth therein. The execution and delivery of this Assignment shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant or agreement of the Assignee or Assignor in or under the US Purchase Agreement and such execution and delivery shall not be deemed a waiver or modification of, or supplement to, any provision of the US Purchase Agreement in any respect.

4. General.

(a) Entire Agreement. This Trademark and Domain Assignment, together with the US Purchase Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark and Domain Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(d) Counterparts. This Trademark and Domain Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark and Domain Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark and Domain Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark and Domain Assignment as of the date first above written.

PIEDMONT PHARMACEUTICALS
LLC

By_____

Name:_____

Title:_____

AGREED TO AND ACCEPTED:

NUVO PHARMACEUTICALS
(IRELAND) LIMITED

By_____

Name:_____

Title:_____

SCHEDULE 1

[REDACTED: Acquired trademark applications list]

SCHEDULE 2

ASSIGNED DOMAIN NAMES

[REDACTED: Acquired domain names list]

Exhibit C
Form of Patent Assignment

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “Assignment”), dated as of January 12, 2018, is made and entered into by and between Nuvo Pharmaceuticals (Ireland) Limited, an Irish limited liability company (“Assignee”) and Piedmont Pharmaceuticals LLC, a Delaware limited liability company (“Assignor”) (collectively, the “Parties”).

WHEREAS, Assignee and Assignor are parties to a US Asset Purchase Agreement, dated as of even date herewith (the “Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to sell, assign, convey and transfer to Assignee, and Assignee has agreed to purchase, acquire, and accept from Assignor, the Acquired Patents (defined below);

WHEREAS, prior to entering into the Purchase Agreement, Assignor owned the patents and patent applications described in Schedule A hereto (the “Acquired Patents”);

WHEREAS, in connection with the Purchase Agreement and pursuant to this Patent Assignment, Assignor agrees to assign the Acquired Patents set forth on Schedule A to Assignee such that Assignee will own the Acquired Patents; and

WHEREAS, Assignor and Assignee are desirous of making this Patent Assignment a matter of record.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, the Parties hereby agree as follows:

1. Definitions. Any capitalized item used but not defined herein will have the meaning set forth in the Purchase Agreement.

2. Patent Assignment. In accordance with and subject to the terms and conditions of the Purchase Agreement, effective at the Closing, Assignor hereby irrevocably assigns, transfers and contributes to Assignee all of Assignor’s right, title and interest in and to the Acquired Patents, and all related provisionals, divisionals, continuations, continuations-in-part, reexaminations, reissues, extensions, substitutions, renewals, patents issue of any of the foregoing and all equivalents or counterparts of the foregoing worldwide.

3. Additional Actions. At any time after the date of this Assignment, at Assignee’s request and expense, Assignor will execute and deliver to Assignee such other instruments and documents, and take such other actions as Assignee may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.

4. Assignment; Successors and Assigns. This Assignment will be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns, but will not be assignable or delegable by either Assignor or Assignee without the prior

written consent of the other party; provided, however, that nothing in this Assignment shall or is intended to limit the ability of Assignee to assign its rights or delegate its responsibilities, liabilities and obligations under this Assignment and the related agreements, in whole or in part, without the consent of Assignor to (a) any Affiliate of Assignee, (b) any buyer of all or substantially all of the assets or equity securities of Assignee or (c) any lender to Assignee as security for borrowings; provided that any such assignment pursuant to the foregoing clauses (a)-(c) will not relieve the Assignee of any of its obligations under this Assignment.

5. Choice of Law. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Assignment shall be governed by, the internal laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws. Any Action initiated over any dispute arising out of or relating to this Assignment or any of the transactions contemplated hereby shall be subject to Section 9.6 of the Purchase Agreement.

6. Entire Agreement. This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached Schedule A constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Acquired Patents. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Agreement is subject to the Purchase Agreement and incorporates all of the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. An executed copy of this Assignment may be delivered by means of a facsimile machine or other electronic transmission (including .pdf., tif, .gif, .jpeg or similar attachment to electronic mail files), and shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. Neither Assignor nor any party claiming through Assignor shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and Assignor forever waives any such defense.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNEE:

Nuvo Pharmaceuticals (Ireland) Limited

By: _____

Name: _____

Its: _____

ASSIGNOR:

Piedmont Pharmaceuticals LLC

By: _____

Name: _____

Its: _____

Schedule A

[REDACTED: Acquired patents list]

Exhibit D
Product

[REDACTED: Products list]

Exhibit E
Form of Quarterly Report

To include a) value and volume sales and b) advertising and promotional Third Party spend value, to include vendor name and vendor invoice detail, in a format to be mutually agreed during transition.

Exhibit F
Transition Services

[REDACTED: Transition services list]

Exhibit G
[REDACTED: Form of BAR letter exhibit]